

Design an image Competition Terms and Conditions

Competition Overview

1. The Promoter (Tetra Pak) is running a "Design a Renewable Image" competition (the **Competition**). By entering the Competition, all participants will be deemed to have accepted and be bound by these terms and conditions (the **Terms**). Promotional materials relating to the Competition, including all information on how to enter the Competition also form part of these Terms. In the event of any conflict between any terms referred to in such promotional materials and these Terms, these Terms take precedence.
2. The Competition is open to residents of the United Kingdom only.
3. The Competition is open to 7-14 year olds only (the **entrants**). Proof of age, identity and eligibility in accordance with these Terms may be required.
4. Children of employees of Tetra Pak, WWF-UK, Stream or Fishburn Hedges, or any company or agent(s) involved in the competition, or connected thereto, are not eligible to enter the Competition. Entries from third parties or agents are also invalid.
5. Where an entry to the Competition is made on behalf of a group of persons (for example a class at school), all members of the group must have validly consented to the entry and will be deemed to be bound by these Terms. The Promoter reserves the right (in its absolute discretion) to require participants to prove that they have complied with these Terms.
6. **In order to become an entrant:**
a parent, legal guardian or other responsible adult validly authorised to give consent on your behalf must explicitly consent to you (and supervise you) entering the Competition on the basis of all of these Terms. If you are entering on the behalf of a minor and you are not that minor's parent or legal guardian, you must have the necessary authority to do so on behalf of the child or have the necessary authorisation from the child's parent/legal guardian to do so.
7. The Promoter reserves the right (in its absolute discretion) to refuse entry and/or disqualify any person, which it believes does not have the requisite consents or does not fully understand any of these Terms (including the full consequences of its entry and its personal data being published on the internet).
8. By entering the Competition, you agree that you shall work with the Promoter to develop the renewable design image you submit as part of the Competition if you win the Competition. As all **entrants will be 7-14 years old**, a parent or legal guardian must accompany you at any meetings to discuss and develop the renewable image.
9. The closing date for entries to the Competition is 11.59 pm 23 January 2012 and entries received after this time will not be entered into the Competition. At the end of the Competition, entries will not be returned to entrants.

Submitting Renewable Images and the Public Vote

10. To enter the Competition, entrants must submit to the Promoter a renewable design image which promotes knowledge of the importance of thinking and choosing renewable resources (**Renewable Image**). Entries can be submitted using any of the following entry methods (proof of posting or submission will not constitute any proof of receipt by the Promoter):
 - (a) Through your school, on the entrants' behalf, by handing the completed entry to your teacher, making sure that your details (name, age, home postcode together with signature of a parent/legal guardian indicating consent to your entry in accordance with these Terms and school name) have been included on the form. Your teacher will then submit the entry in one of the following ways:
 - o By post: to Fishburn Hedges, 77 Kingsway, London WC2B 6SR, marked '**Design an Image Schools Competition**'
 - o By emailing a scanned copy of the entry form to ourteam@renewableidea.co.uk with '**Design an Image Schools Competition**' clearly indicated in the subject line.
 - o By uploading the completed entry form on www.renewableidea.co.uk/upload

- (b) Via your parent or legal guardian by handing the completed sheet to your parent / legal guardian, making sure that your details (name, age, home postcode, together with signature of a parent/legal guardian indicating consent to your entry in accordance with these Terms and school name) have been included on the form. Your parent will submit the entry in one of the following ways:
- o By post: to Fishburn Hedges, 77 Kingsway, London WC2b 6SR, marked **Design an Image Competition – special categories’**
 - o By emailing a scanned copy of the entry form to ourteam@renewableidea.co.uk with ‘**Design an Image Competition – special categories’** clearly indicated in the subject line.
 - o By uploading the completed entry to our website at www.renewableidea.co.uk (the **Website**)
- (c) By completing an official entry form at one of the Promoter's events and making sure that your parent or a legal guardian consents to these Terms and the Promoter submitting the image on behalf of the entrant. The Promoter shall not be liable for any errors or misinterpretation during this process
- (d) By completing an official entry form at an authorised third party event (e.g. an event run by a school) and making sure that your parent or legal guardian consents to these Terms and the third party submitting the entry directly to the Promoter on behalf of the entrant. Neither the third party nor the Promoter shall be liable for any errors or misinterpretation during this process
- (e) You can take part as a group entry (e.g. alongside your friends or classmates) with a parent, legal guardian or teacher submitting your Renewable Image alongside those of the rest of the group, through any of the entry mechanisms listed above. Every individual in the group must (i) consent to entering the Competition, (ii) agree to these Terms and, (iii) must obtain the consent of a parent, legal guardian or other responsible adult validly authorised to give consent on your behalf.

Please note that with group entries, the parent, legal guardian or teacher submitting the group entry is responsible for the group entry and ensuring that each member of the group has the capacity to consent to entering the Competition and agreeing to the Terms and has obtained the consent required in paragraph (e) above. The relevant parent, legal guardian or teacher must also confirm that the entrant will be able to participate in any meetings required with the Promoter to develop and discuss the Renewable Image. The parent, legal guardian or teacher submitting the group entry will be required to allocate the individual prize to the author of the winning Renewable Image and the prize fund of £2,000 to the school or education establishment that the winning author is part of (subject to the school or education establishment being named on the winning entrant's entry form).

11. Entrants require authorised access to a contact email address (e.g. parent/legal guardian/teacher/school's email) or contact telephone number in order to participate in the Competition. The Promoter shall use the email address or telephone number provided at the time of entry to contact the relevant parent/legal guardian/teacher of the entrant in connection with various elements of the Competition. The parent/legal guardian/teacher shall be responsible for informing the entrant of any information provided by the Promoter.

12. All eligible entries:

- must be visual representations in hard format (e.g. on paper) or in JPEG, PDF, GIF, Illustrator, Photoshop or word format;
- must contain a maximum of 20 words slogan on the visual; and
- can be supported with explanatory text of up to a maximum of 100 words, although this is not essential for entry.

Any material submitted after the time of submission of the Renewable Image will not be reviewed or considered part of the entry.

13. Multiple entries per entrant may be submitted provided that each entry represents a substantially different and unique Renewable Image design. Where substantially similar Renewable Images are submitted by different entrants, the Promoter reserves the right to disqualify (without notice) the later version of the Renewable Image but is under no obligation to do so.

14. The Promoter may disqualify an entry without notice and block and/or remove the entry from the Website if the Promoter at any time reasonably considers that, or receives a complaint that, an entry is inappropriate and/or contains any content which:
 - (i) is or may be perceived as defamatory, violent, obscene, pornographic, threatening or offensive;
 - (ii) could be considered to be racist, sexist or otherwise discriminatory against others;
 - (iii) invades another's privacy;
 - (iv) encourages mistreatment of humans or animals or any form of irresponsible or unlawful conduct;
 - (v) is copyrighted or subject to third party proprietary rights (including rights of publicity and/or privacy) unless you are the owner of such rights or have permission from their rightful owner to use the material and to grant the rights detailed in these Terms; or
 - (vi) represents the Promoter in a negative way or in any manner not consistent with its brand and/or reputation.
15. All valid entries will be collected by the Promoter for review.
16. On 25th January 2012, the Promoter and its chosen partners (at least one of which shall be an independent member of the short-listing panel) will select Renewable Images on the basis of those which best demonstrate the Promoter's aim of communicating the importance of renewability, what renewability is, or encourages people to make more renewable choices in the most appropriate and original manner in order to produce regional shortlists.
17. Once the regional shortlists are produced, the public will be able to vote for their favourite Renewable Image using a variety of methods on the Website. The public vote shall be limited to one vote per person per day and such other voting procedures and terms as the Promoter may reasonably stipulate at the relevant time. Any duplicate votes will be discounted. For the avoidance of doubt, votes made by persons resident outside of the United Kingdom (one vote per person per day) shall be counted.
18. The public vote will end at 11.59pm on 1 March 2012.
19. The entrants from each region receiving the highest number of public votes will be judged by the Promoter, WWF, Nick Williams and a chosen third party on 5 March 2012.

The Short Listing Process

20. Within 6 days of the end of the public vote, the shortlisted entrants will be notified by email or telephone via the relevant parent/legal guardian/teacher/school contact details provided at the time of entry. Without limiting any other provision of these Terms, if the Promoter considers the fair operation of the public voting stage has been compromised in any way, it reserves the right to appoint an independent judge to determine the shortlist of entrants.
21. Within 7 days of the notification being emailed or telephoned to the parent/legal guardian/teacher/school, of the entrant, the relevant recipient of the information will be required to confirm the individual entrant's name, age and full address, including country of residence.
22. As each shortlisted entrant will be under 14 years old, the Promoter will also require, at the same time, a parent, legal guardian or other authorised adult representative (who may also be required to provide evidence of authority to represent the participant) to confirm consent to the shortlisted entrant's participation in the Competition on these Terms. If the required confirmations and consents are not provided within the specified time periods, the Promoter shall disqualify the entrant and remove its entry from the regional shortlist.
23. Please note that should the shortlisted entrant win the Competition, the relevant parent, legal guardian or other authorised adult representative will be required to provide further confirmations (as set out in paragraph 29 below).

Judging and Award of the Prize

24. On 5 March 2012, assuming confirmation of entrant's eligibility has been received in accordance with these Terms, the winner of the Competition (the **Winner**) will be selected from the shortlisted entries by a voting panel on the basis of a Renewable Image which best demonstrates the Promoter's aim of

communicating the importance of renewability, what renewability is, or encourages people to make more renewable choices in the most appropriate and original manner.

25. The voting panel shall comprise the Promoter, WWF, Nick Williams and a chosen independent third party e.g. children's artist (**Panel**).
26. The Winner will receive £100 plus a special trophy (the **Individual Prize**). The Individual Prize should be given to the author of the winning entry if the entry has been made on behalf of the Winner.
27. In the event that the winning entry is clearly associated with a school, college or other education establishment, **as either (i) a teacher has submitted the entry or (ii) a parent or legal guardian has submitted the entry and named the child's school or other educational establishment on the entry form, in each case with all parties consent and agreement to abide by these Terms**, the Promoter will award an additional prize of £2,000 (the **Renewable Prize**) to that education establishment. **The Renewable Prize is not eligible for home educators.** It is a condition of these Terms that the Renewable Prize is spent on an environmental project of the education establishment's choice. The Renewable Prize is, unless otherwise agreed in writing by the Promoter, non-transferable. The Promoter reserves the right to decide whether the education establishment is eligible for the Renewable Prize through its association with the Winner. The Promoter's decision is final and non-negotiable.
28. As part of the Individual Prize, the winning Renewable Image will be used on the Promoter's and WWF's websites and on the Website. Resource permitting, posters of the winning Renewable Image will be sent to the schools/education centres that took part in the Competition. The winning Renewable Image may also feature in the Promoter's print and online advertising as well as on stickers and leaflets produced by or on behalf of the Promoter. Other third party partners may feature the winning Renewable Image in their communications.
29. The Winner's parent/legal guardian/teacher/school shall be notified of the winning image via email or telephone (using the contact details provided at the time of entry) within 14 days of the Panel vote. As the Winner is under 14 years old, the Promoter will also require a parent, legal guardian or other authorised adult representative (who may also be required to provide evidence of authority to represent the participant) to (i) consent to receipt of the Individual Prize by the Winner; (ii) consent to disclosure of the delivery address; (iii) confirm consent to the Winner's participation in the planning meetings required to discuss implementation of the Renewable Image; and (iv) confirm consent to publication of the Winner's details (e.g. name and residing county) on the internet.
30. In the event of:
 - failure to provide the consents detailed in paragraph 29 above (as applicable) within 7 days of the Promoter's request; or
 - the Promoter being unable to contact the Winner (using the details provided to the Promoter at the date of entry) within 21 days after the Panel votethe Promoter reserves the right to award the Competition prizes to the entrant who has submitted the next best shortlisted entry, as determined by the Panel, and thereafter until a winner is found in accordance with these Terms.
31. Within 30 days of the Winner being notified by email (provided that the Winner has submitted the required consents as applicable), the Promoter shall send (to the address disclosed further to paragraph 29 above) the Individual Prize to the Winner.
32. Within 40 days of the Winner being determined, the Winner and their parent/legal guardian shall be required to meet with the Promoter and WWF to discuss (in good faith) a public relations plan and an appropriate basis on which the Renewable Image can be used to highlight the importance of renewability. The Promoter shall have final approval over creative interpretation and use of the winning Renewable Image.
33. The Promoter reserves the right to award special commendations to entrants selected by the Panel as runners-up to the Winner, using the voting criteria set out in paragraph 24 above.

Use of the Entries

34. If you are chosen as the Winner [or awarded a Special Commendation], all intellectual property rights (including but not limited to copyright, design right, know-how, registered designs and protection similar to the foregoing anywhere in the world) in your Renewable Image entry (and all preparatory versions or variations or revisions of your entry) shall belong to us absolutely with effect from 23 January. You assign to us with full title guarantee (with effect from 23 January) all right, title and interest worldwide in and to such intellectual property rights and any and all claims and rights in respect of any infringement of any of the property assigned to us by you pursuant to these Terms.
35. If you are chosen as the Winner [or awarded a Special Commendation], you agree that neither you or any other person will not assert against us any moral rights in or relating to your Renewable Image entry (in its original and further developed form) and warrant that all such moral rights are irrevocably waived. Moral rights shall include, without limitation, the rights (such as the right to be identified as the author of a work) conferred by Part I Chapter IV of the Copyright, Designs and Patents Act 1988 and all similar rights anywhere in the world.
36. If you are chosen as the Winner [or awarded a Special Commendation], you will at our request and cost execute any document and do all things as we may reasonably require to vest in us the rights and property assigned to us under these Terms. You agree that you have the right to assign the rights and the property you have agreed to assign to us under these Terms.
37. If you are chosen as the Winner [or awarded a Special Commendation] you agree with effect from 23 January that:
 - a) your entry is an original work;
 - b) your entry does not infringe the intellectual property rights of any other person; and
 - c) no other person owns or will own or otherwise be entitled to any of the intellectual property rights in your entry or any interest in those rights.

General Terms

38. The Promoter reserves the right at any time, without liability, to cancel, alter or modify the Competition without prior notice if it believes, in its sole discretion, that the Competition is not capable or is likely not to be capable of being conducted fairly or as specified within these Terms due to events beyond its control (including, without limitation, unauthorised intervention, a virus, automated voting or any other cause beyond the control of the Promoter that could corrupt or affect the administration, integrity or normal course of the Competition).
39. If the submitted entries are not of the requisite standard, the Promoter reserves for itself and the Panel the right (in good faith) to (i) reduce or increase the number of Renewable Images forwarded to the Panel; and/or (ii) to remove or amend the structure and/or timings of the Competition; and/or (iii) not to select a Winner and, in conjunction with WWF, invest the monies in an alternative environmental project relating to the promotion of renewable materials.
40. The decisions of the Promoter and the Panel shall be final and binding and no correspondence will be entered into.
41. The name and county of the Winner and details of the winning entry will be posted on the Website within 14 days of the Winner being confirmed. The Winner and related educational authority (as applicable) may be required to participate in publicity arising from award of the Individual Prize and Renewable Prize (as applicable) and by entering the Competition you and your parent/legal guardian agree and provide consent to take part in such publicity (including consenting to the Promoter and its agents using the Winner's name, county, photograph and likenesses in published material and advertising connected with the Promoter's business without restriction). **Please note that, as you are under 14 years old a parent or legal guardian must explicitly consent on your behalf (at the time of entry to the Competition) to publication of your personal information on the internet in the event that you win the Competition and must agree to accompany you to any publicity events and any creative and planning meetings with the Promoter to develop the Renewable Image and discuss its implementation;**
42. The Promoter does not accept responsibility for any entries which are illegible, incomplete, lost, delayed, damaged or not received for whatever reason.

43. The Promoter reserves the right, in its sole and absolute discretion, to disqualify without notice any entrant who it reasonably believes has acted fraudulently, tampered with or attempted to disrupt or tamper with the operation of the Competition or acted in violation of these Terms.
44. The Promoter cannot be held responsible for the failure to fulfil the obligations of any of the third parties involved in the Competition, although the Promoter will endeavour to minimise the effect of any such failure.
45. Nothing in these Terms shall limit in any way the Promoter's liability for death or personal injury caused by its negligence. Subject to that, the Promoter shall have no liability for: (a) technical problems of any kind which may limit or prevent participation in the Competition or may result in any vote being incomplete, lost or not properly received, registered or recorded; (b) any damage to, or viruses that may be transmitted to or infect, your computer equipment or other property as a result of your access to the Website; (c) any loss or damage arising from or in connection with the use or allocation of any prize; or (d) any other events beyond the Promoter's control that may cause the Competition to be disrupted or corrupted or may lead to loss, delay or damage of any of the prizes in transit to the recipient.
46. The Promoter and its partners and agents shall only use the personal information relating to entrants and, where applicable, their parents, legal guardians and/or other authorised adults in order to administer the Competition and award the prizes. The Promoter will not use any personal information you provide or we obtain about you for the purposes of direct marketing. The prizes will be funded by the Promoter **only**.
47. If any provision of these terms and conditions is held to be invalid or unenforceable all remaining provisions will remain in full force and effect. These Terms are governed by English law.

Promoter: Tetra Pak Limited, Bedwell Road, Cross Lanes, Wrexham LL13 0UT (registered company no: 551434). Please do not send entries to this address.